

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

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GREAT AMERICAN RISK SOLUTIONS	:	Case No.: 1:25-cv-00439 (MAD/DJS)
SURPLUS LINES INSURANCE COMPANY,	:	
	:	
Plaintiff,	:	
	:	
-against-	:	<u>COMPLAINT</u>
	:	
	:	
GREG BEECHE LOGISTICS, LLC and GREG	:	
LOGISTICS, LLC,	:	
	:	
Defendants.	:	
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Plaintiff, Great American Risk Solutions Surplus Lines Insurance Company (“Great American”), by its attorneys, L’Abbate, Balkan, Colavita & Contini, L.L.P., as and for its Complaint against the defendants, Greg Beeche Logistics, LLC and Greg Logistics, LLC (collectively, “Greg Beeche”) alleges, upon information and belief, as follows:

PARTIES

1. Plaintiff, Great American, is an insurance company organized and existing under the laws of the State of Ohio, with its principal place of business in Ohio.
2. Upon information and belief, and at all times relevant, defendants were and still are limited liability companies organized and existing under the laws of the State of New York, with their principal places of business in Saratoga County, New York.
3. Upon information and belief, and at all times relevant, all members of the LLC defendants were and still are natural persons, residing in the State of New York, in Saratoga County, New York.

JURISDICTION

4. This action is brought pursuant to 28 U.S.C. § 1332, 2201, and 2202 based on the diversity of citizenship of the parties, on common law, and seeks declaratory relief.

5. The amount in controversy in this action exceeds the sum or value of \$75,000.

6. Venue is proper pursuant to 28 U.S.C. § 1391 as, upon information and belief, defendants' principal places of business are in Saratoga County, and a substantial part of the events giving rise to the claim occurred in Saratoga County.

FACTS

The Great American Policy

7. Great American issued a Commercial General Liability insurance policy to Greg Beeche, bearing Policy No. PNYF247868, for the period September 25, 2024 to September 25, 2025, which remained in force for nearly three months, and was then cancelled effective December 16, 2024 (the "Great American Policy").

8. According to the Notice of Cancellation mailed on December 3, 2024, the reason for the cancellation was nonpayment of premium.

9. The Great American Policy contains an endorsement entitled: "Explanatory Policy Premium Endorsement", which provides, in pertinent part:

*A. The following is added to **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Premium Audit:***

d.

1. This policy is subject to a minimum policy premium as stated in the Declarations. If the policy remains in force until the expiration date of the Policy, this minimum policy premium shall apply unless the audit condition of this Policy develops a greater premium. In no event shall the premium be less than the minimum policy

premium should the Policy remain in effect the complete policy term.

2. *If this policy is cancelled prior to its expiration date, the premium payable to the Company will be no less than:*

a. The minimum earned policy premium as set forth in the Declarations;

* * *

This endorsement does not change any other provision of the policy.

* * *

10. By way of the Common Policy Conditions, Greg Beeche “[i]s responsible for the payment of all premiums....”

11. According to the Great American Policy Commercial General Liability Declarations Page, the Minimum Policy Premium is \$576,200, of which \$144,050 is the Minimum Earned Premium.

Greg Beeche’s Failure to Pay Minimum Earned Premium

12. In connection with the cancellation, Great American issued a Cancellation Endorsement, which states that “[i]n consideration of the return premium [of \$432,150], the policy is cancelled effective 12/16/2024 and the minimum earned premium applies.”

13. As such, Great American has credited the “return premium” which would have been returned to Greg Beeche if in fact the Minimum Policy Premium had been paid.

14. Despite due demand, Great American has received no payment for any portion of the premium from Greg Beeche.

15. At this time there remains a balance due and owing to Great American of \$144,050, for the Minimum Earned Premium owed for the Great American Policy.

AS AND FOR A FIRST CAUSE OF ACTION

16. Great American repeats, reiterates and realleges each and every allegation of the preceding paragraphs as set forth herein, verbatim, and fully at length.

17. As set forth above, the Minimum Earned Premium due as a result of the cancellation of the Great American Policy is reflected in the Cancellation Endorsement to the policy.

18. Via a letter dated March 7, 2025, the undersigned, on behalf of Great American, demanded payment from Greg Beeche in the amount of \$144,050, representing the Minimum Earned Premium due under the Great American Policy.

19. To date, however, Great American has not received payment in the amount owed.

20. As a result of Greg Beeche's refusal to pay the Minimum Earned Premium, Great American has been damaged in the amount \$144,050, together with interest, costs, disbursements, and attorneys' fees.

AS AND FOR A SECOND CAUSE OF ACTION

21. Great American repeats, reiterates and realleges each and every allegation of the preceding paragraphs as set forth herein, verbatim, and fully at length.

22. Greg Beeche's failure to pay the Minimum Earned Premium due under the Great American Policy violates the terms and conditions of the policy.

23. As such, Great American respectfully requests that the Court declare that Great American has no obligation to defend and/or indemnify Greg Beeche, or any other person

or entity seeking coverage under the Great American Policy, relative to any occurrence, offense, claim or suit which has or may be reported to Great American under the Great American Policy.

AS AND FOR A THIRD CAUSE OF ACTION

24. Great American repeats, reiterates and realleges each and every allegation of the preceding paragraphs as set forth herein, verbatim, and fully at length.

25. Greg Beeche's failure to pay the Minimum Earned Premium due and owing under the Great American Policy constitutes a breach of Greg Beeche's duty of good faith and fair dealing owed to Great American with respect to the Great American Policy.

26. As a result of Greg Beeche's breach of its duty of good faith and fair dealing, Great American has no obligation to defend and indemnify Greg Beeche, or any other person or entity seeking coverage under the Great American Policy, relative to any occurrence, offense, claim or suit which has or may be reported to Great American under the Great American Policy.

WHEREFORE, Great American respectfully requests that:

- (a) The Court enter judgment against Greg Beeche in the sum of \$144,050, plus interest, for the Minimum Earned Premium presently due and owing under the Great American Policy;
- (b) In the event Greg Beeche fails to pay the amount owed, that the Court enter judgment declaring that Great American has no obligation to defend and/or indemnify Greg Beeche, or any other person or entity seeking coverage under the Great American Policy, relative to any occurrence, offense, claim or suit which

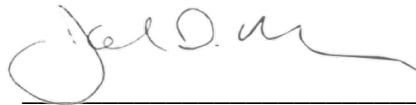
has or may be reported to Great American under the Great American Policy, based upon Greg Beeche's failure to comply with its obligations under the Great American Policy;

- (c) In the event Greg Beeche fails to pay the amount owed, that the Court enter judgment declaring that Great American has no obligation to defend and/or indemnify Greg Beeche, or any other person or entity seeking coverage under the Great American Policy, relative to any occurrence, offense, claim or suit which has or may be reported to Great American under the Great American Policy, based upon Greg Beeche's breach of its duty of good faith and fair dealing;
- (d) Great American be awarded the costs and disbursements of this action; and
- (e) Great American shall have such other, further, and different relief as this Court may deem just and proper.

Dated: Melville, New York
April 8, 2025

Respectfully submitted,

L'ABBATE, BALKAN, COLAVITA
& CONTINI, L.L.P.



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